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July 13, 2023

VIA ECF

Judge Ann Donnelly
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Miss Jones LLC v. Shahid
EDNY Index No.: 1:17-cv-00716

Your Honor:

A Stipulation of Voluntary Dismissal was So Ordered on January 18, 2023 pursuant to a confidential settlement agreement in the above-noted matter. On or about January 9, 2023, defendant fully timely made the settlement payment. However to date, despite repeated calls and emails to counsel, plaintiff has failed or refused to provide a satisfaction of mortgage, cancellation of notice of pendency and servicer confirmation that the mortgage is satisfied. The servicer continues to send monthly notices to defendant. Defendant seeks enforcement of the settlement.

On July 7, the undersigned sent an email to counsel by which defendant gave plaintiff notice of his "intention to seek relief for breach of the settlement agreement." The undersigned has not received a response. The following settlement terms are revealed only as necessary for such relief.

The agreement ¶1(d) provides that "[o]nce the funds are posted to Hasbani & Light's account, FTS Capital, LLC further agrees to execute and record a satisfaction of mortgage and/or release of lien, Cancellation of Notice of Pendency or any other document necessary to convey clear title to Borrower within 45 days."

Settlement agreement ¶ 8 reads:

Satisfaction of Notice of Pendency: Upon execution of this Agreement, (a) the Parties shall cause their respective counsel to execute a Notice of Cancellation of Notice of Pendency (the "Cancellation of Notice of Pendency") in the form annexed as Exhibit C hereto. Counsel for Defendant shall hold the Cancellation of Notice of Pendency in escrow pending delivery of the

Settlement Funds to Plaintiff's counsel, and upon delivery and clearance thereof in counsel's escrow account, shall be immediately entitled to file the Cancellation of Notice of Pendency, with the Court and Clerk of the County of Queens and/or Office of the City Register, as applicable.

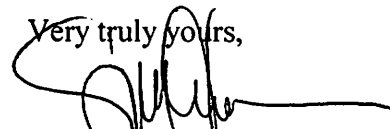
Plaintiff did not provide the Cancellation of Notice of Pendency. Further, Settlement para. 18 reads:

Further Assurances: The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, deeds or agreements. The Parties further agree to give reasonable cooperation and assistance to any other party or parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

Plaintiff did not provide a satisfaction of mortgage or servicer confirmation. Finally, defendant is entitled to payment of fees and costs incurred as a result of plaintiff's unreasonable conduct. Settlement ¶ 3 provides:

Attorneys' Fees: Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of this Agreement, including, without limitation, any action to enforce or interpret this Agreement, the prevailing party or parties in such action shall be entitled to recover its reasonable attorney's fees and other expenses incurred in such action. Any award of attorney's fees hereunder shall not be computed according to any court schedule, but, instead, shall be in such amount as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, since it is the intention of all Parties to compensate fully the prevailing party for all attorney's fees paid or incurred in good faith.

As a result of the foregoing, defendant seeks an order restoring the action to the calendar, directing plaintiff and its counsel to comply with the terms of the settlement and directing plaintiff pay attorneys' fees for defendant's settlement enforcement.

Very truly yours,

Steven M. Coren